

March \_\_\_\_, 2017

**TO:** BCBG Max Azria Canada Inc.  
C/O Osler, Hoskin & Harcourt LLP  
1000 Rue de la Gauchetière O #2100  
Montréal, QC H3B 4W5

Attention: Sandra Abitan

**AND TO:** FAAN Advisors Group Inc.  
(in its capacity as Chief Canadian Restructuring Advisor)  
220-6 Adelaide Street East  
Toronto, ON M5C 1H6  
Attention: Naveed Manzoor

**AND TO:** A&G Realty Partners, LLC  
525 W. Monroe St. Suite 2330  
Chicago, IL 60661

Attention: Michael Jerbich

Dear Sirs / Mesdames:

**Re: BCBG Max Azria Canada Inc. (the “Company”)**

In order to assist the undersigned in assessing the sale and/or assignment of certain leasehold interests of the Company (the “**Leases**”), we understand that one or more of the Company, FAAN Advisors Group Inc. in its capacity as the Chief Canadian Restructuring Advisor (the “**CCRA**”) of the Company and A&G Realty Partners, LLC (“**A&G**”) and their respective agents will provide us and/or any of our affiliates, directors, officers, employees, agents, professional advisors or consultants authorized under paragraph 3 below (collectively, our “**Representatives**”) with information concerning the Leases and/or the Company which is or will be of a confidential nature.

In consideration of the receipt of such information, we agree as follows:

1. “**Confidential Information**” in this agreement shall include all communications whether written or oral, of any kind whatsoever, whenever furnished, between our Representatives and one or more of the Company (including the CCRA), A&G and their respective agents concerning the Leases, the Company or any of its affiliates, or any or all intellectual property, trade secrets, data, reports, interpretations, forecasts, analyses, customer and supplier information, studies, appraisals, agreements or other materials prepares or acquired by us or our Representatives. Confidential Information, however, will not include information which:

- a. at the time of receiving same from the Company, the CCRA, A&G and/or their respective agents as evidenced by documentation to that effect, is already in our possession on a non-confidential basis from any source that, to the best of our knowledge, is not bound by a confidentiality agreement; or
  - b. is or may be published or become available within the public domain, provided that disclosure in the public domain was not as a result of a breach of this agreement by us or our Representatives.
2. In consideration of the Company, the CCRA, A&G and their respective agents disclosing the Confidential Information to us or our Representatives, as the case may be, we agree that we and our Representatives:
  - a. will keep the Confidential Information in strict confidence and will not disclose the Confidential Information;
  - b. will not use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with our evaluation of the Leases; and
  - c. will not disclose to any person that the Confidential Information has been made available to us, that we are assessing the sale and/or assignment of the Leases or that we or our Representatives are involved in discussions or negotiations concerning a possible transaction in respect of the Leases.
3. We agree that the Confidential Information will only be disclosed, to the extent required by law, and used by those of our Representatives who need to know the Confidential Information for the purpose of assessing the sale and/or assignment of the Leases, that we will advise each of such Representatives of this agreement and of its terms and that each of such Representatives shall be bound by the obligations contained in this agreement. In any event, we agree that we shall be responsible for any breach of this agreement by our Representatives.
4. In the event that we or any of our Representatives are required by law to disclose any Confidential Information, we will provide the Company, the CCRA and A&G with prompt written notice of any such requirement so that one or more of the Company, the CCRA and A&G may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this agreement. We shall not oppose any action by one or more of the Company, the CCRA and A&G to obtain a protective order or other appropriate remedy. In the event that either such protective order or other remedy is not obtained or that one or more of the Company, the CCRA and A&G waive compliance with the provisions of this agreement, we will disclose only that portion of the Confidential Information which we are legally obliged to disclose to the appropriate authorities.
5. We agree that this agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information and that we are not entitled to rely on the accuracy or completeness of the Confidential Information, except as otherwise may be provided in specific representations and warranties in a written definitive agreement entered into by the Company in connection with a formal transaction in respect of the Leases that receives Court approval. We further agree that the Company,

the CCRA, A&G and any of their agents have no obligation to update, supplement or amend the Confidential Information or any other information as a result subsequent events or developments or otherwise.

6. We will indemnify and hold harmless each of the company, the CCRA and A&G and their respective affiliates, directors, partners, officers, employee, agents, professional advisors and consultants from any and all losses or damages (including, without limitation, legal costs) which are incurred directly or indirectly as a result of a breach of this agreement by us or our Representatives.
7. The Confidential Information, together with any copies thereof (except for the portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by us or our Representatives) will be returned to the Company upon the request of the Company, the CCRA or A&G, which request may be made at any time without our consultation or the consultation of our Representatives, and neither we nor our Representatives will retain any copies or extracts thereof. That portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by us or our Representatives shall be destroyed. If requested, we will provide one or all of the Company, the CCRA and A&G with an appropriate affidavit or declaration as to the disposition of this material at the conclusion of any negotiations in respect of the Leases. The return or destruction of any such material shall not relieve our other obligations under this agreement.
8. We agree that neither we nor our Representatives shall, without the prior written consent of the Company, for a period of two (2) years from the date hereof, directly or indirectly, employ or engage, or solicit or cause to be solicited for employment or engagement any employee of the Company or any of its affiliates or seek to influence or alter any such person's relationship with the Company or any of its affiliates. The foregoing restriction shall not apply to any solicitation directed at the public in general in general publications. If the foregoing provision shall be adjudicated to be invalid or unenforceable, such provision shall be amended as is necessary to cause such provision to be valid and enforceable, and such amendment shall apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.
9. We agree that any and all communications and inquiries relating to the Confidential Information and/or any possible sale or assignment of the Leases should be directed to A&G, and in no event should the Company or any of its employees, customers or suppliers be contacted directly or indirectly in connection with such matters.
10. We agree that monetary damages would not alone be sufficient to remedy any breach of any term or provision of this agreement and that, in addition to all other remedies available at law or in equity, the Company shall be entitled to seek an injunction and specific performance in the event of any breach or anticipatory breach hereof. We further agree to waive any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
11. We acknowledge that no interest, license or any right in respect of the Confidential Information, other than as expressly set out herein, is granted to us under this agreement, by implication or otherwise, and that nothing in this agreement or any conduct of the parties

shall constitute a binding offer or agreement for the sale and/or assignment of the Leases by us.

12. We acknowledge that if any provision of this agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
13. We agree that no failure or delay by the Company, the CCRA or A&G in exercising any right, power or privilege under this agreement or other will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise thereof or the exercise of any other right, power or privilege hereunder or otherwise.
14. We agree that the Company, the CCRA, A&G and any of their agents shall not be liable for any errors or omissions in the Confidential Information or the use or the results of the use of Confidential Information. We further agree that if we determine to engage in a transaction in respect of the Leases, such determination will be based solely on the terms of any written definitive agreement in respect of such transaction and on our own investigation, analysis and evaluation of such transaction.
15. We acknowledge that this agreement shall enure to the benefit of and be binding upon us and our respective assigns, as well as the respective successors and permitted assigns of the Company, the CCRA, A&G and their respective agents.
16. We agree that this agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, and shall remain in full force and effect for a period of two (2) years from the date hereof.

**DATED** this \_\_\_\_ day of March, 2017

\_\_\_\_\_  
[Name of Corporation]

By: \_\_\_\_\_

Name:

Title: